

Replacement Formal Drawings:

Enclosed are 2 sheets of replacement formal drawings, Figures 1-3, for filing in the above-identified application.

Attachment: Replacement Sheets (Figures 1-3)

REMARKS

Claims 1-11 are pending in the present application.

In the office action mailed June 14, 2005 (the "Office Action"), the Examiner maintained the rejection of claims 1-11 under 35 U.S.C. 102(e) as being anticipated by U.S. Patent No. 6,754,321 to Innes et al. (the "Innes patent").

The arguments presented in the response filed on February 11, 2005 (the "Previous Response") are maintained. However, particular issues with the Examiner's comments found in the Office Action are addressed below.

First, with respect to the effective prior art date of the Innes patent, the Examiner is incorrect in stating the effective prior art date of the Innes patent is February 22, 2000 since it claims priority to GB application 0004010 filed on February 22, 2000. It is recommended that the Examiner review MPEP 706.02(f)(1)(I)(D), Example 3 provided under 706.02(f)(1)(II), and 2136.03(I) in order to understand the proper analysis for determining the effective prior art date under 35 U.S.C. 102(e) for U.S. Patents that have claimed priority from an earlier filed foreign patent application. Without going into the details, under *In re Hilmer*, the correct effective prior art date for the Innes patent is July 6, 2000, which is the U.S. filing date. This is basic patent law. Since the present application claims priority from several U.S. provisional applications, all of which were filed prior to July 6, 2000, the Innes patent is not valid prior art and the rejection of claims 1-11 under 35 U.S.C. 102(e) as being anticipated by the Innes patent cannot be maintained and must be withdrawn.

As discussed in the Previous Response, and as further discussed below, assuming for the sake of argument that the Innes patent is valid prior art for the present application, the rejection of claims 1-11 under 35 U.S.C. 102(e) cannot be maintained because the Innes patent fails to disclose the combination of limitations recited by claims 1-11.

The Examiner argues that the description found in the Innes patent of "registering the device names with an enterprise server within a network, the enterprise server routes to a respective server-based input queue all communications which are destined for the registered devices and stores communications in the storage" *implies* a schedule having shifts of workers in which orders are assigned to be performed. See the Office Action at page 5. However, the Examiner's argument, even if it is assumed that the Examiner's characterization of the Innes patent is accurate, ignores the requirements for establishing a *prima facie* case of anticipation.

Moreover, the Examiner's argument ignores the plain meaning of words in the claims, which is the proper manner for the Examiner to interpret claims during examination.

A proper anticipation rejection requires that the prior art reference either *expressly* or *inherently* describes each and every limitation as set forth in a claim. *See* MPEP 2131. As argued by the Examiner, the Innes patent merely *implies* various limitations of the pending claims. The Examiner's reliance on the mere suggestion or implication of limitations recited in the claims as the basis for the anticipation argument is not proper. In order for the Examiner to maintain the anticipation rejection of claims 1-11 based on the Innes patent, the Examiner needs to point out where the limitations recited in the claims are expressly or inherently set forth in the Innes patent. Unless the Examiner can do this, the Innes patent falls short of being a sufficient reference on which a *prima facie* case for an anticipation rejection can be made and the Examiner's anticipation rejection must be withdrawn.

The Examiner further ignores the plain meaning of various terms recited in the claims. The words of a claim must be given their plain meaning unless they are defined in the specification. *See* MPEP 2111.01. The Examiner's position that the description in the Innes patent for the enterprise server, the wireless communication devices, and the communications interchanged therebetween is analogous to a schedule, shifts of workers, and orders, respectively, as recited by the claims is unreasonable. For example, as discussed in the Previous Response, the enterprise server as described in the Innes patent is a machine, not a schedule. A schedule, and particularly a schedule having shifts of workers in which orders are assigned to be performed, is a type of application that interacts with information of a database, such as work order and work scheduling information, that is created by subcomponents of the application. The schedule works in a particular context to provide particular functions, for example, to dynamically communicate and update work related assignments to workers in a mobile workforce. With respect to the description of the enterprise server, the Innes patent fails to disclose anything remotely similar to a "schedule," and more particularly, the enterprise server as described in the Innes patent is considerably different from a "schedule."

With respect to the Examiner's argument that the Innes patent discloses "a proxy that acts for the schedule when the mobile device is temporarily disconnected," based on the description in the Innes patent, as characterized by the Examiner, that when the mobile device is disconnected the network-connected computer acts as a proxy for the enterprise server, this

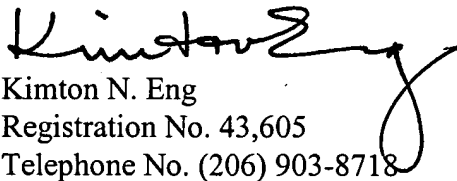
argument is no better than the Examiner's earlier argument. *See* the Office Action at page 5. As with the earlier argument, the Examiner is ignoring the plain meaning of the words in the claim, and is unfairly characterizing the description found in the Innes patent. The Examiner's argument again relies on the enterprise server as described in the Innes patent as being analogous to the schedule recited in the claims. As previously discussed, and despite the Examiner's assertion to the contrary, the enterprise server and a schedule are two completely different things. Failing to disclose this limitation, or any limitation recited in the claim, the anticipation rejection based on the Innes patent cannot be maintained.

In summary, the Examiner's rejection of claims 1-11 under 35 U.S.C. 102(e) as being anticipated by the Innes patent cannot be maintained because the Innes patent fails to disclose the combination of limitations recited by the respective claims. Additionally, the Innes patent is not valid prior art because the present application relies on a priority date prior to the effective prior art date of the Innes patent. For the foregoing reasons, the rejection of claims 1-11 under 35 U.S.C. 102(e) must be withdrawn.

All of the claims pending in the present application are in condition for allowance. Favorable consideration and a Notice of Allowance are earnestly solicited.

Respectfully submitted,

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Enclosures:

Postcard

Check

Fee Transmittal Sheet (+ copy)

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